

Message Text

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INFO AMCONSUL MUNICH

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STATE FOR EUR/EE BROWN

E.O. 11652: N/A
TAGS: BIB, PO
SUBJECT: BIB/RFE: ANALYSIS OF LABOR ANNEX

REF: STATE 009442

SUMMARY: THIS MESSAGE IS AN EMBASSY ANALYSIS OF THE
DRAFT LABOR ANNEX PROPOSED BY THE RARET
WORKERS COMMISSION. END SUMMARY.

1. DURING AMBASSADOR'S CONSULTATIONS IN WASHINGTON,
BIB EXPRESSED DESIRE FOR ANALYSIS OF LABOR ADDENDUM
TO RARET CONTRACT REFERRED TO IN FIGUEIREDO
DRAFT.

2. RARET'S 300 EMPLOYEES ARE CURRENTLY AFFILIATED
WITH 19 SEPARATE CRAFT UNIONS AND 3 PROFESSIONAL
ASSOCIATIONS, WHICH FOR CONTRACT PURPOSES
ARE EQUIVALENT OF UNIONS. UNDER PORTUGUESE LABOR
LAW AND PRACTICE, ALL BUSINESSES EMPLOYING WORKERS
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AFFILIATED WITH A SPECIFIC CRAFT UNION ARE BOUND BY TERMS
OF A GENERAL LABOR CONTRACT SIGNED BY THAT UNION AND THE
PERTINENT MANAGEMENT ASSOCIATION. RARET IS THEREFORE CURRENTLY
SUBJECT TO DIFFERING CONTRACT PROVISIONS FOR DIFFERENT CLASSES
OF WORKERS.

3. SOME OF WORKERS AT RARET ARE AFFILIATED TO UNIONS WHICH DO

NOT HAVE CURRENT CONTRACTS IN EFFECT. THESE WORKERS ARE COVERED BY GENERAL PROVISIONS OF LABOR LAW, WHICH IS CONSIDERED TO ESTABLISH MINIMUM LEGAL STANDARDS.

4. RARET CURRENTLY DOES HAVE A SEPARATE LABOR CONTRACT ESTABLISHING STANDARD CONDITIONS FOR ALL ITS WORKERS IN SOME MATTERS. THIS CONTRACT SUPERSEDES THE PROVISIONS OF SEPARATE UNION CONTRACTS IN MATTERS WHERE IT IS MORE FAVORABLE TO WORKERS. BIB PRESUMABLY HAS FULL DOCUMENTATION ON TWO AGREEMENTS SIGNED SEPT 30, 1974 BY RARET ADMINISTRATORS BLACK AND BURKEE AND RARET WORKERS COMMISSION. MAJOR AGREEMENT BECAME EFFECTIVE 1 JULY 1974 FOR AUTOMATICALLY RENEWED TWO YEAR PERIODS, AND ESTABLISHED 30 DAYS VACATION, OVERTIME PAY, TEMPORARY RELOCATION ALLOWANCE, RECLASSIFICATION OF POSITIONS IN ACCORDANCE WITH UNION STANDARDS, EQUALIZATION OF PAY FOR EQUAL CATEGORIES, PAY INCREASES FOR "ACTING SUPERVISORS," AND INCREASED RETIREMENT PAYMENTS BY RARET PROPORTIONAL TO INCREASES OF THE NATIONAL PENSION SYSTEM.

5. SECOND AGREEMENT SIGNED SAME DATE BY BLACK AND BURKEE PROHIBITED DISMISSALS WITHOUT JUST CAUSE, AND APPLIED THE PROVISIONS OF THE DRAFTSMEN'S UNION CONTRACT, APPROVED 8 APRIL 1974, TO ANY WORKERS DISMISSED DUE TO REDUCTION IN FORCE OR CLOSURE OF RARET. AGREEMENT STATED THAT SHOULD CRAFT UNIONS REPRESENTED AT RARET HAVE CONTRACTS WITH BETTER PROVISIONS FOR DISMISSED WORKERS, THESE PROVISIONS ARE APPLICABLE ONLY TO THE WORKERS OF THESE UNIONS, AND NOT TO RARET WORKERS AS A WHOLE.

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6. RARET WORKERS COMMISSION, ELECTED AT LARGE BY ALL RARET WORKERS WITHOUT REGARD TO INDIVIDUAL UNION AFFILIATION, REPRESENTS WORKERS INTERESTS BEFORE RARET MANAGEMENT. ESTABLISHMENT OF WORKERS COMMISSIONS IN INDIVIDUAL COMPANIES TO UNIFY REPRESENTATION OF WORKERS' INTERESTS IS COMMON, LEGALLY RECOGNIZED PROCEDURE.

7. WORKERS COMMISSION OF RARET HAS PROPOSED A NEW LABOR ADDENDUM WHICH WOULD BE ANNEXED TO CONTRACT TO BE SIGNED BETWEEN THE PORTUGUESE GOVERNMENT AND RARET. UNOFFICIAL TRANSLATION FOLLOWS:

PROJECT OF ADDENDUM TO THE CONTRACT BETWEEN
THE PORTUGUESE GOVERNMENT AND
THE SOCIEDADE ANONIMA DE RADIO-RETRANSMISSAO, S.A.R.L.
DISMISSALS

1. ANY DISMISSALS BY THE "SOCIEDADE ANONIMA DE
RADIO-RETRANSMISSAO, S.A.R.L., "RARET", WITHOUT

JUSTCAUSE ARE PROHIBITED.

2. IN PRINCIPLE, ALL INDIVIDUAL DISMISSALS ARE
CONSIDERED TO BE WITHOUT JUST CAUSE EVEN THOUGH THEY
INVOLVE A REDUCTION OF THE STAFFING PATTERN OR THE
INTRODUCTION OF NEW OPERATIONAL TECHNIQUES.

2.1 - THE JUST CUASE FOR DISMISSAL ALLEGED BY
THE "SOCIEDADE ANONIMA DE RADIO-RETRANSMISSAO,
S.A.R.L., 'RARET'", WILL ALWAYS BE INVESTIGATED
THROUGH DISCIPLINARY PROCEEDINGS. THESE, AND
THE MEASURES PRESCRIBED BY LABOR LEGISLATION OR
APPLICABLE COLLECTIVE CONVENTIONS IN FORCE AT
THE TIME THE DISCIPLINARY PROCESS TAKES PLACE,
WILL GIVE THE WORKER EVERY GUARANTEE TO DEFEND
HIMSELF, UNDER PENALTY OF THE WHOLE PROCESS BEING
CONSIDERED VOID AND UNCHALLENGEABLE.

2.2 - ANY WORKER DISMISSED WITHOUT JUSTCAUSE MAY
ELECT TO BE REINTEGRATED IN HIS POSITION (OR, IF
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COMPATIBLE, AT ANY ONE OF THE CENTERS OR THE HEAD OFFICE
OR THE PAYMENT OF AN INDEMNIZATION,

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CALCULATED IN THE TERMS OF PARAGRAPHS 3.2 AND 3.3

PLUS AN ADDITIONAL 12 MONTHS SALARY.

2.3 - IN THE CASE OF THE PREVIOUS PARAGRAPH, THE WORKER WILL BE ENTITLED TO CONTINUE RECEIVING MONTHLY, FROM THE DATE OF DISMISSAL UP TO THE DATE OF THE FINAL DETERMINATION, THE SALARY TO WHICH HE IS ENTITLED, SHOULD HE CHOOSE TO BE REINTEGRATED. IN CASE HE CHOOSES TO RECEIVE THE INDEMNIZATION FORESEEN IN PARAGRAPHS 3.2 AND 3.3, THE WHOLE PERIOD RUNNING TO THE DATE OF THE DECISION REACHED BY THE DISCIPLINARY COMMITTEE OF THE ENTERPRISE, OR THE COURT DECISION, WILL BE CONSIDERED FOR THE PURPOSE.

2.4 - ANY WORKER MAY TERMINATE HIS WORK CONTRACT IN THE TERMS FORESEEN BY LAW OR THE APPLICABLE COLLECTIVE CONVENTION.

2.5 - IN THE CASES OF DISMISSALS JURIDICALLY TERMED COLLECTIVE, FOR ECONOMIC, FINANCIAL OR TECHNICAL REASONS, THE WORKERS WILL BE ENTITLED TO RECEIVE AN INDEMNIZATION CALCULATED LIMITED OFFICIAL USE

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IN THE TERMS OF PARAGRAPHS 3.2 AND 3.3, PLUS AN ADDITIONAL 12 MONTHS SALARY.

2.6 - THE ENTERPRISE ASSUMES THE OBLIGATION TO NEGOTIATE COLLECTIVE WORK CONTRACTS WITH THE SYNDICATES REPRESENTING THE WORKERS IN ITS SERVICE, EXCEPT IN THOSE POINTS WHEREBY THEY WOULD BE PREJUDICED WITH REGARD TO THE BENEFITS GRANTED BY THIS ADDENDUM.

2.7 - IN CASE OF TRANSFER OF A WORKER TO ANY ONE OF THE CENTERS, OR TO THE HEAD OFFICE ON A PERMANENT BASIS, THE WORKER MAY OPT FOR THE TREATMENT ACCORDED IN NO. 5.1.

TERMINATION OF THE OPERATIONAL CONTRACT SIGNED BETWEEN THE PORTUGUESE GOVERNMENT AND THE SOCIEDADE ANONIMA DE RADIO-RETRANSMISSAO, S.A.R.L.

"RARET"

3. THE TERMINATION OF THE OPERATIONAL CONTRACT BETWEEN THE PORTUGUESE GOVERNMENT AND THE "SOCIEDADE ANONIMA DE RADIO-RETRANSMISSAO, S.A.R.L., 'RARET', MAY:

- A) TERMINATE THE ENTERPRISE;
- B) TRANSFER THE CONCESSION.

3.1 - IN CASE OF THE TERMINATION OF THE ENTERPRISE, WHATEVER THE CAUSE MAY BE, THE INTERESTS OF THE WORKERS IN ITS SERVICE, INCLUDING THOSE WORKING PART TIME, WILL BE SAFEGUARDED UNDER THE TERMS OF THE LAW AND IN THE FOLLOWING MANNER:

3.2- THE COLLECTIVE OR INDIVIDUAL WORK REGULATIONS
IN FORCE AT THE TIME SHALL ONLY EXPIRE AT THE END
OF SIX MONTHS FOLLOWING THE DEFINITE CLOSING DOWN
OF THE INSTALLATIONS, AT THE END OF WHICH PORTUGUESE
WORKERS WILL BE ENTITLED TO AN INDEMNIZATION CALCULATED
AS FOLLOWS, UNLESS OTHER MORE FAVORABLE CONDITIONS
PREVAIL AT THE TIME:
FROM 1 TO 5 YEARS SERVICE - 1 MONTH SALARY FOR EA YEAR/A
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MINIMUM OF 3 MONTHS;
FROM 6 TO 15 YEARS SERVICE - 2 MONTHS SLARY FOR EA YEAR;
OVER 15 YEARS SERVICE - 3 MONTHS SALARY FOR EACH YEAR;
THE WORKERS ALSO WILL BE ENTITLED TO AN ADDITIONAL
MONTH'S REMMUNERATION FOR EACH YEAR THAT THEY ARE
OVER 35 YEARS OF AGE.

3.3 - THE YEARS OF ADMISSION AND RELEASE ARE COUNTED
AS FULL YEARS.

3.4 - ANY DATES ESTABLISHED IN THE CONTRACT BETWEEN
THE PORTUGUESE GOVERNMENT AND THE ENTERPRISE, REGARDING
THE TERMINATION OF THE CONTRACT, OR THE INITIATION OF
NEGOTIATIONS FOR REVIEW, CANNOT BE CONSIDERED AS A
PRIOR NOTICE FOR THIS ADDENDUM, NOR FOR ANY
COLLECTIVE OR INDIVIDUAL WORK CONTRACT MADE BETWEEN
THE ENTERPRISE AND THE WORKERS.

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3.5 - IN CASE OF TRANSFER OF THE CONCESSION, THE NEW CONCESSIONAIRE (THE PORTUGUESE GOVERNMENT OR ANY OTHER PUBLIC OR PRIVATE ENTITY) ASSUMES RESPONSIBILITY FOR THE RIGHTS OF THE WORKERS, AS CONTAINED IN THIS ADDENDUM, AND FOR ALL AND ANY OTHER BENEFITS ALREADY ACQUIRED AS WELL AS FOR ALL OTHER RIGHTS TO WHICH THE WORKERS ARE ENTITLED BY LAW AND COLLECTIVE OR INDIVIDUAL LABOR REGULATIONS IN FORCE AT THE TIME.

RETIREEES

4. THE ENTERPRISE WILL MAINTAIN THE RETIREMENT PENSIONS WHICH IT PAYS AT PRESENT TO THE WORKERS WHO, DUE TO AGE LIMIT OR PHYSICAL INCAPACITY, ARE RETIRED IN CONDITIONS ALREADY ESTABLISHED.

4.1 - IN CASE OF TERMINATION OF THE OPERATIONAL CONTRACT BY THE ENTERPRISE, WHATEVER THE MOTIVE MAY BE, THE RETIREEES MAY OPT FOR:

A) AN INDEMNIZATION CALCULATED IN THE TERMS OF LIMITED OFFICIAL USE

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PARAGRAPHS 3.2 AND 3.3 RELATIVE TO THE PENSION PAID BY RARET.

B) PAYMENT OF SAID PENSION FOR LIFE.

4.2 - THE RETIREEES WILL BE INTEGRATED IN GROUP INSURANCE ON THE BASIS OF THE QUOTA PAID BY RARET.

TRANSFER OF THE INSTALLATIONS OF THE ENTERPRISE

5. TRANSFER OF ALL INSTALLATIONS OF THE ENTERPRISE TO ANOTHER LOCATION, OR EITHER OF ITS CENTERS OR THE HEAD OFFICE, SEPARATELY, IS CONSIDERED TO INCLUDE:

A) TRANSFER TO ANOTHER LOCATION WITHIN THE PORTUGUESE CONTINENTAL TERRITORY, EVEN THOUGH THIS MAY INVOLVE JOINING ALL OF THE SERVICES OF THE ENTERPRISE AT ANY OF THE EXISTING CENTERS.

B) TRANSFER TO ANOTHER LOCATION WITHIN PORTUGUESE INSULAR TERRITORY.

C) TRANSFER TO ANOTHER COUNTRY.

5.1 - IN THE CASE OF LINES (A) AND (B) OF PARAGRAPH 5, WORKERS MAY CHOOSE TO CONTINUE IN THE SERVICE OF THE ENTERPRISE IN THE NEW WORK LOCATION, OR THE RESCISON, WITH JUST CAUSE, OF THE WORK CONTRACT. IN THIS CASE THEY WILL BE INDEMNIFIED IN ACCORDANCE WITH PARAGRAPHS 3.2 AND 3.3

OF THIS ADDENDUM, SHOULD THERE NOT BE MORE FAVORABLE
REGULATIONS IN FORCE.

5.2 - IN THE CASE OF LINE (C) OF PARAGRAPH 5, ONLY
THE WORKERS WHO HAVE BEEN FORMALLY INVITED, IN
WRITING, TO DO SO, MAY CHOOSE TO CONTINUE IN THE
SERVICE OF THE ENTERPRISE; FOR THE OTHERS, OR FOR
THOSE WHO, HAVING BEEN INVITED, DO NOT ACCEPT, THE
WORK CONTRACT TERMINATES AND THEY WILL BE
INDEMNIFIED IN THE TERMS OF THE PREVIOUS SUB-PARAGRAPH.

5.3 - IN THE CASES OF LINES (A) AND (B), OF
PARAGRAPH 5, EACH WORKER WILL BE ENTITLED TO A SUBSIDY
EQUIVALENT TO FOUR MONTHS REMUNERATION FOR THE PURPOSE
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OF GETTING ESTABLISHED IN THE NEW WORK LOCATION.

5.4 - THE CONCESSIONAIRE WILL PAY THE EXPENSES
CONNECTED WITH TRANSPORTATION, HOUSING AND FOOD
OF THE WORKER AS LONG AS REQUIRED FOR THE DEFINITE
INSTALLATION OF HIS FAMILY, UP TO A MAXIMUM PERIOD
OF THREE MONTHS.

5.5 - IN THE CASE OF LINE (B) OF PARAGRAPH 5, THE
CONCESSIONAIRE WILL PAY FOR EXPENDITURES RESULTING
FROM UNIVERSITY STUDIES OF CHILDREN OF THE WORKERS
WHO OPTED TO BE TRANSFERRED AS LONG AS THERE ARE
NO PORTUGUESE INSTITUTIONS OF HIGHER LEARNING
OFFERING THE DESIRED COURSE IN THE INSULAR
TERRITORIES.

5.6 - IN THE CASE OF LINE (C), PARAGRAPH 5, THE
CONCESSIONAIRE WILL NEGOTIATE WITH THE WORKERS
INVITED TO TRANSFER TO ANOTHER COUNTRY, THE
CONDITIONS CONSIDERED MOST ADEQUATE.

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UPDATING OF SALARIES

6. SLARIES WILL BE UPDATED ANNUALLY WITH THE INTEGRATION OF THE ACTUAL PERCENTAGE OF THE INCREASE IN COST OF LIVING, USING AS A BASIS THE OFFICIAL FIGURES FURNISHED BY INE (NATIONAL INSTITUTE FOR STATISTICS) FOR THE CITY OF LISBON, FOR THE PERIOD RUNNING BETWEEN YEARLY REVISIONS. INCREASES WILL BE EFFECTED WITHIN THE FIRST THREE MONTHS OF EACH FISCAL YEAR.

61. - IN JANUARY OF EACH YEAR, THERE WILL BE A SALARY REVISION OR CORRECTION WHICH WILL BE STUDIED AND NEGOTIATED BY THE WORKERS' COMMITTEE.

GROUP INSURANCE

7. THE PRESENT GROUP INSURANCE WILL BE RAISED TO 18 MONTHS.

FINAL CONCLUSIONS

8. RARET PLEDGES TO ALWAYS MAINTAIN UP-TO-DATE THE LIMITED OFFICIAL USE

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AGREEMENTS BETWEEN ITS MANAGEMENT AND THE OWRKERS IN REGARD TO THE RIGHTS AND BENEFITS OF THE LATTER. THESE AGREEMENTS ARE CONSIDERED REPRODUCED HEREBY AND ARE A PART OF THE PRESENT CONTRACT SIGNED BETWEEN THE PORTUGUESE GOVERNMENT AND RARET, AS WELL AS ALL ITS ALTERATIONS AND ADDITIONS.

8.1 - THIS ADDENDUM RESCINDS THE AGREEMENT SIGNED ON SEPT 30, 1974 BETWEEN THE MANAGEMENT OF RARET - SOCIEDADE ANONIMA DE RADIO-RETRANSMISSAO, S.A.R.L. AND THE WORK GROUP REPRESENTING THE EMPLOYEES, ONLY IN THAT WHICH REFERS TO INDEMNIZATIONS.

8.2 - THE RIGHTS AGREED TO AND CONTAINED IN THIS ADDENDUM DO NOT BAR THE APPLICATION OF MORE FAVORABLE CONDITIONS FOR THE WORKERS WHICH DERIVE FROM GENERAL LABOR LEGISLATION OR COLLECTIVE REGULATIONS, CONSIDERED TO BE THE MINIMUM SOCIAL MEASURES."
END OF TRANSLATION.

8. EMBASSY ANALYSIS OF ANNEX PROPOSED BY WORKERS COMMISSION:

PARAGRAPH ONE: ESSENTIALLY SAME AS CLAUSE ALREADY IN AGREEMENT SIGNED SEPT 30, 1974.

PARAGRAPH TWO: PORTUGUESE LABOR LAW CURRENTLY LISTS SPECIFIC WORKER ACTIONS OR INDISCIPLINE ON WHICH DISMISSALS FOR "JUST CAUSE" MAY BE BASED. REDUCTION OF STAFFING PATTERN OR NEW OPERATIONAL TECHNIQUES WOULD NOT CONSTITUTE GROUNDS FOR "JUST CAUSE" UNDER THE LAW. WHILE REDUCTIONS IN STAFFING PATTERN BECOMING POSSIBLE THROUGH NORMAL WORKERS ATTRITION (DEATH, RETIREMENT, RESIGNATION) ARE PROBABLY PERMISSABLE UNDER THIS WORDING, THIS IS NOT EXPLICITLY STATED.

SUB-PARAGRAPH 21: IN GENERAL ACCORD WITH CURRENT REGULATIONS, EXCEPT FOR CLAUSE VOIDING PROCESS IN EVENT OF PROCEDURAL ERROR. LABOR REGULATIONS ARE SO COMPLEX IT WOULD BE PRACTICALLY IMPOSSIBLE TO CARRY OUT DISCIPLINARY INVESTIGATION WITHOUT LEAVING GROUNDS FOR ALLEGED PROCEDURAL ERROR. A LIMITED OFFICIAL USE

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SIMILAR CLAUSE IS FOUND IN SOME CRAFT UNION CONTRACTS, HOWEVER, E.G. ELECTRICAL WORKERS.

SUB-PARAGRAPH 2.2: IN CASE A WORKER DISMISSED WITHOUT "JUST CAUSE" ELECTS TO ACCEPT INDEMNIZATION INSTEAD OF RETURNING TO JOB, PAYMENT OF ADDITIONAL 12 MONTHS SALARY IN ADDITION TO OTHER INDEMNITIES IS IN EXCESS OF NORMAL PRACTICE. OTHER CONTRACTS OF WHICH EMBASSY IS AWARE CALL FOR INDEMNITY IN SUCH CIRCUMSTANCES OF 4 MONTHS FOR EACH YEAR WORKED WITH A MINIMUM PAYMENT OF 12 MONTHS WAGES. ELECTRICAL WORKERS CRAFT UNION CONTRACT CALLS FOR THREE MONTHS INDEMNIZATION FOR EACH YEAR UP TO FIVE YEARS OF SERVICE AND FIVE MONTHS' INDEMNIZATION FOR EACH YEAR ABOVE FIVE YEARS OF SERVICE OR ABOVE 40 YEARS OF AGE.

SUB-PARAGRAPH 2.6: CONTRACTS SIGNED BY RARET WITH THE VARIOUS CRAFT UNIONS AT RARET WOULD BE BINDING TO THE EXTENT THAT THEY PROVIDED MORE FAVORABLE CONDITIONS TO THE WORKERS THAN ANY GENERAL CONTRACT IN FORCE, OR

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SUBSEQUENTLY NEGOTIATED, BETWEEN THE CRAFT UNION
AND THE EMPLOYERS ASSOCIATION NEGOTIATING WITH THAT
PARTICULAR CRAFT. IN EFFECT, BENEFITS GRANTED BY
RARET TO ONE UNION COULD BE EXPECTED TO BE DEMANDED
BY ALL OTHER UNIONS AT RARET.

SUB-PARAGRAPH 2.7: WORKERS ARE CURRENTLY ALLOWED A
RELOCATION ALLOWANCE IN CASE OF TRANSFER FROM ONE
WORK SITE TO ANOTHER. THE PROVISION ALLOWING THE
WORKERS TO OPT FOR THE DISMISSAL BENEFITS IS A NEW
PROPOSAL.

SUB-PARAGRAPH 3.1: NO COMMENT.

SUB-PARAGRAPH 3.2: THE PROVISION THAT THE WORK
REGULATIONS CONTINUE FOR SIX MONTHS BEYOND THE CLOSURE
OF THE INSTALLATIONS WOULD IMPLY CONTINUATION OF WAGES
DURING THE SIX MONTH PERIOD. IN EFFECT, IN THE CASE OF
RARET'S TERMINATION, THIS WOULD BE AN ADDITIONAL
HALF-YEAR WAGE PAYMENT, IN ADDITION TO THE FULL
YEAR'S WAGE PAYMENT REQUESTED UNDER SUB-PARAGRAPH
2.5. THE RATE OF INDEMNIZATIONS SPECIFIED EXCEED
THOSE IN OTHER CONTRACTS. FOR EXAMPLE, THE LAW ON
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COLLECTIVE DISMISSALS (84/76) ESTABLISHES THAT
IN AUTHORIZED INSTANCES OF COLLECTIVE DISMISSALS
WORKERS SHALL RECEIVE ONE MONTH'S SALARY FOR EACH
YEAR, OR FRACTION, OF SERVICE.
PROVISION FOR AN ADDITIONAL MONTH'S WAGES
FOR EACH YEAR THAT WORKER IS OVER AGE 35 IS UNUSUAL.
THE ELECTRICAL WORKERS CRAFT UNION CONTRACT PROVIDES
ADDITIONAL PAYMENTS AT AGE 40; THE DRAFTSMEN'S
CONTRACT AT 45.

SUB-PARAGRAPH 3.3: NORMALLY YEARS OF SERVICE ARE
COUNTED FROM THE DATE OF ADMISSION, WITH ANY EXCESS

TIME COUNTING AS A FULL YEAR. THE CURRENT WORDING WOULD IMPLY THAT EACH CALENDAR YEAR IS COUNTED WITH BOTH THE CALENDAR YEAR OF ADMISSION AND DISMISSAL COUNTING AS FULL YEARS, THUS PROVIDING EACH EMPLOYEE AN ADDITIONAL YEAR'S SERVICE.

SUB-PARAGRAPH 3.5: NO COMMENT.

PARAGRAPH 4: AND SUB-PARAGRAPH 4.1: NO COMMENT.

SUB-PARAGRAPH 4.2: THIS WOULD PROVIDE A NEW BENEFIT OF TERM INSURANCE EQUIVALENT IN 12 MONTHS' (OR 18 MONTHS' AS PER PARAGRAPH 7) PENSION PAYMENTS, THE PREMIUMS TO BE PAID BY RARET.

PARAGRAPH 5 AND SUB-PARAGRAPHS 5.1 THROUGH 5.4: NO COMMENT.

SUB-PARAGRAPH 5.5: THIS WOULD INVOLVE TRANSPORTATION ALLOWANCES AS WELL AS OTHER EXPENSES FOR UNIVERSITY EDUCATION. IT IS A NEW BENEFIT PROPOSAL. THERE ARE FEW SUITABLE UNIVERSITY COURSES IN PORTUGAL'S ISLAND TERRITORIES.

SUB-PARAGRAPH 5.6: NO COMMENT.

PARAGRAPH 6: EMBASSY IS AWARE OF ONLY ONE OTHER CONTRACT INVOLVING AN AUTOMATIC COST OF LIVING INCREASE, E.G. AIRLINE CLERKS.

PARAGRAPH 7: AT PRESENT WORKERS HAVE GROUP INSURANCE POLICY, COVERING DEATH ONLY, PROVIDING BENEFIT OF 12 MONTHS' WAGES.

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PARAGRAPH 8: NO COMMENT.

9. COMMENT: WORKERS DEMANDS FOR MAXIMUM INDEMNIZATION BENEFITS IN CASE OF RARET CLOSURE OR TRANSFER OBVIOUSLY REFLECTS THEIR OVERRIDING CONCERN REGARDING POSSIBLE FUTURE CHANGES IN RARET'S STATUS. THE CONDITIONS THEY HAVE REQUESTED IN CASE OF TERMINATION OR TRANSFER ARE MORE GENEROUS THAN ANY OTHER KNOWN CONTRACTS IN PORTUGAL. THIS MESSAGE HAS NOT BEEN CLEARED WITH RARET ADMINISTRATORS.
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Message Attributes

Automatic Decaptioning: X
Capture Date: 01-Jan-1994 12:00:00 am
Channel Indicators: n/a
Current Classification: UNCLASSIFIED
Concepts: RADIO BROADCASTING, MEETINGS, CONTRACTS, RADIO STATIONS, MEETING REPORTS
Control Number: n/a
Copy: SINGLE
Sent Date: 17-Jan-1977 12:00:00 am
Decaption Date: 01-Jan-1960 12:00:00 am
Decaption Note:
Disposition Action: RELEASED
Disposition Approved on Date:
Disposition Case Number: n/a
Disposition Comment: 25 YEAR REVIEW
Disposition Date: 22 May 2009
Disposition Event:
Disposition History: n/a
Disposition Reason:
Disposition Remarks:
Document Number: 1977LISBON00431
Document Source: CORE
Document Unique ID: 00
Drafter: n/a
Enclosure: n/a
Executive Order: N/A
Errors: N/A
Expiration:
Film Number: D770016-1350
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From: LISBON
Handling Restrictions: n/a
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ISecure: 1
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Litigation Codes:
Litigation History:
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Office: ACTION EUR
Original Classification: LIMITED OFFICIAL USE
Original Handling Restrictions: n/a
Original Previous Classification: n/a
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Page Count: 11
Previous Channel Indicators: n/a
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Review Transfer Date:
Review Withdrawn Fields: n/a
SAS ID: 3582927
Secure: OPEN
Status: NATIVE
Subject: BIB/RFE: ANALYSIS OF LABOR ANNEX
TAGS: ETEL, ELAB, PO, US, BIB, RFE, RL
To: STATE
Type: TE
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Review Markings:
Margaret P. Grafeld
Declassified/Released
US Department of State
EO Systematic Review
22 May 2009
Markings: Margaret P. Grafeld Declassified/Released US Department of State EO Systematic Review 22 May 2009